

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2021-364-T - ORDER NO. 2022-277

MAY 13, 2022

IN RE: Application of NBF Beaufort, LLC d/b/a Two Men and a Truck Beaufort to Amend Tariff)	ORDER GRANTING
)	RECONSIDERATION
)	AND APPROVING
)	TARIFF AMENDMENTS

I. INTRODUCTION

NBF Beaufort, LLC, doing business as Two Men and a Truck Beaufort, (NBF Beaufort), filed an application with the South Carolina Public Service Commission (Commission) on December 1, 2021, to amend its tariff, to request use of an electronic bill of lading, to change the address on its Class E Certificate of Public Convenience and Necessity, and to seek the Commission's permission to waive publishing the Notice of Filing in a newspaper. The Commission granted the request of NBF Beaufort to waive publication of the Notice of Filing in a newspaper in Directive Order No. 2022-23. On March 25, 2022, in Order No. 2022-156, the Commission approved the requested amendments in part and denied the requested amendments in part. NBF Beaufort moved for reconsideration of the two proposed amendments denied in Order No. 2022-156. We grant reconsideration and approve all tariff amendments requested in this Docket as more fully set forth below.

II. FACTS AND PROCEDURAL HISTORY

NBF Beaufort, LLC, doing business as Two Men and a Truck Beaufort, formerly Salt Marsh Ventures, LLC, operates as a mover of household goods pursuant to Class E Certificate of Public Convenience and Necessity No. 9844-A. *See* Order No. 2021-727.

In this December 1, 2021 filing, NBF Beaufort makes four requests of the Commission: approve tariff amendments, approve an address change for the certificate, waive publication of the notice of filing, and approve the company's use of an electronic bill of lading. *See* emailed correspondence from Bryan Feldman, dated December 1, 2021.

On December 1, 2021, the Office of Regulatory Staff notified the Commission Nicole M. Hair, Esquire, would represent ORS in this proceeding, pursuant to Section 58-4-10(B) of the South Carolina Code of Laws (Supp. 2021).

On December 22, 2021, NBF Beaufort responded to a Commission request for clarification of its proposed changes and provided a red-lined version of its current tariff and an example of an electronic bill of lading. In addition, NBF Beaufort provided the following justification for seeking rate amendments:

We are requesting to amend our tariff mostly in the areas of pricing. In the last two years we have seen an increase in costs from all of our vendors pricing, fuel prices, real estate cost of our new office, cost of labor, limited availability of supplies, etc. Also, due to labor shortages and the struggles with running a business during Covid 19, we have seen a reduced capacity and ability to hire and employ qualified employees. [T]hese factors and more are contributing to our need to raise our pricing [and to] make some additional changes to the tariff in order for our business to succeed.

Email, December 22, 2021, from Bryan Feldman.

The company's application provided information and reasoning for its proposed use of an electronic bill of lading. *See* correspondence dated November 24, 2021, from Bryan Feldman.

On January 13, 2022, the Commission issued Directive Order No. 2022-23, approving the company's request to be relieved from publishing the Notice of Filing in a newspaper, finding publication on the Commission's Docket Management System (DMS) and website was appropriate.

On January 19, 2022, the Clerk's Office of the Commission prepared a Notice of Filing with a summary of some of the proposed amendments and established February 23, 2022, as a deadline for intervention. No person intervened as a party of record.

On February 23, 2022, ORS provided a tariff comparison and the results of its review of the company.

On March 10, 2022, the following motion was made and carried, with five Commissioners voting "yes," and two Commissioners voting "no."

I move the Commission approve the request of NBF Beaufort to amend the rates and charges in its proposed tariff as reasonable. NBF provided justification to the Commission for its request to increase its rates and charges. The Office of Regulatory Staff indicates NBF is in compliance with all Commission rules and regulations.

I further move the Commission approve the request of NBF Beaufort to utilize an electronic bill of lading, as presented in the application, as long as the bill of lading conforms to the requirements of Regulations 103-158, 159, and 162, the South Carolina Uniform Commercial Code, and all other statutes and regulations of the Public Service Commission.

I also move the Commission request the Office of Regulatory Staff update the mailing address of the company

on its Certificate of Public Convenience and Necessity. NBF Beaufort shall provide the correct, current address of the company to the Commission and to ORS within seven days of the issuance of the final order in this docket.

However, I move the Commission deny the request of NBF to utilize several sections of its proposed tariff without further modification.

The Commission requires NBF use a full replacement coverage provision approved by the Commission, whether the provision is included in the tariff, or is provided to a customer “upon request.” The proposed tariff does not provide sufficient information regarding the full replacement coverage options. I move the company either use the previously approved coverage found in the current tariff or seek approval to change the coverage provisions.

I move the Commission deny approval of the Presentation of Claims provision (3.2) which requires a customer to present a claim for damages to the company after a move within ninety-six hours of the move. I move it is reasonable for the company to require a customer to report a claim of damage within fourteen days after a move.

Finally, I move NBF modify its table of contents to reflect accurate page numbers for each section of the tariff. In addition, NBF shall provide the Commission and ORS with a Final Tariff and Bill of Lading that conforms to the findings of the Commission within thirty days of the date the Commission issues its order regarding this docket.

On March 10, 2022, Bryan Feldman of NBF Beaufort clarified the company’s address change request as follows: “. . . we want to keep the mailing address as 107 Sandra Ave., Greenville, SC 29611. But, we would like to change the physical address to 139 Hartwell Ave., Ridgeland, SC 29336.” *See* email dated March 10, 2022.

On March 16, 2022, *after* the business meeting vote, but *before* the Commission issued an order, NBF Beaufort filed an email:

To Whom it may Concern,

NBF Beaufort, LLC d/b/a Two Men and a Truck Beaufort is requesting a Motion of Reconsideration of two sections determined by Commission Action in Docket No: 2021-364-T.

We are requesting approval of the Presentation of Claims provision (3.2) which requires a customer to present a claim for damages to the company within ninety-six hours of the move. We think it is unreasonable to give the customer 14 days. In 14 days a customer could use items in their home and with normal wear and tear, could report it as a damage. Ninety-six hours is a standard provision (policy) within the Two Men and a Truck franchise system. We provide written documentation of this policy prior to the move in the form of a PreMove Letter and in the form of a Moving Services Agreement (MSA). In the MSA, which is a binding contract, the customer agrees to this policy. We have had this policy in affiliated South Carolina franchises for 20 years. Affiliated franchises and this franchise have recently made changes to our tariff and this provision has been approved. We do not have any damage complaints on file with the Public Service Commission that reference the ninety-six hours being too short of an amount of time. We have and always will try to settle customer damages in the spirit of customer service.

We are requesting approval to keep the Full Value Replacement Coverage to read “upon request.” We have requested this option for the ability to offer more options to our customer that better suit their needs. Not all customers have the same needs or wants when it comes to replacement coverage. We do have the required depreciated value of 60 cents per pound in the tariff. This is not only a state requirement, but an FMCSA requirement. Coverage above depreciated value of 60 cents per pound is not regulated into the tariff. If the customer requests Full Replacement Coverage, they will have the option to agree to the coverage or deny it on the move day on the MSA. This option of “upon request” has also been approved in an affiliated South Carolina Two Men and a Truck franchise.

On March 18, 2022, NBF Beaufort filed a tariff with the corrected page numbers and updated their contact information; however, this tariff did not change the claims period or the coverage provision.

The Commission thereafter issued Order No. 2022-156, dated March 25, 2022, approving the proposed amendments in part, and denying the proposed amendments in part, as more fully set forth above.

On April 7, 2022, in Directive Order No. 2022-238, the Commission took action to pass the following motion:

I move it is reasonable for the Commission to require NBF Beaufort to comply with Regulation 103-854 of the South Carolina Code of State Regulations in making a motion for reconsideration. If the company chooses to file a petition within the time limits set forth in the regulations regarding Order No. 2022-156, the Commission shall act upon the petition.

On April 8, 2022, NBF Beaufort submitted a request for reconsideration of Order No. 2022-156. NBF Beaufort moved for reconsideration of two sections of Order No. 2022-156:

To Whom it may Concern,

NBF Beaufort, LLC d/b/a Two Men and a Truck Beaufort is requesting a Motion of Reconsideration of two sections determined by Commission Action in Docket No: 2021-364-T.

We are requesting approval of the Presentation of Claims provision (3.2) which requires a customer to present a claim for damages to the company within ninety-six hours of the move. We think it is unreasonable to give the customer 14 days. In 14 days a customer could use items in their home and with normal wear and tear, could report it as a damage. Ninety-six hours is a standard provision (policy) within the

Two Men and a Truck franchise system. We provide written documentation of this policy prior to the move in the form of a PreMove Letter and in the form of a Moving Services Agreement (MSA). In the MSA, which is a binding contract, the customer agrees to this policy. We have had this policy in affiliated South Carolina franchises for 20 years. Affiliated franchises and this franchise have recently made changes to our tariff and this provision has been approved. We do not have any damage complaints on file with the Public Service Commission that reference the ninety-six hours being too short of an amount of time. We have and always will try to settle customer damages in the spirit of customer service.

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On April 14, 2022, the Commission voted to grant the Motion for Reconsideration and to approve the company’s proposed amendments to its Tariff and Bill of Lading filed on December 22, 2021.

III. APPLICABLE LAW

A. Tariffs

The Commission is specifically authorized to regulate carriers of household goods, and to set their rates and charges: “[t]he commission must promulgate regulations necessary to control entry and certification standards, set rates and charges, and establish

enforcement procedures and powers to govern the operations of carriers of household goods and hazardous waste for disposal.” S. C. Code Ann. § 58-23-590 (2015).

The Commission is authorized to fix or approve the rates charged by every South Carolina motor vehicle carrier: “[t]he commission shall regulate every motor carrier in this State and fix or approve the rates, fares, charges, classifications, and regulations pertaining to each motor carrier The rates once established remain in effect until such time when the commission determines the rates are unreasonable.” § 58-23-1010.

In addition, Regulation 103-190 requires all tariffs to be approved before a company may perform any service: “No motor freight carrier who operates under a Certificate of PC&N may operate or perform any service under its operating authority until rates, fares, charges, classifications, and rules for the services to be performed shall have been approved by the commission.” S.C. Code Ann. Regs. 103-190 (2012).

Furthermore, all motor carriers operating under Class E certification must establish just and reasonable regulations and operating procedures:

Every motor carrier of property operating under a Certificate of PC&N and FWA shall provide safe and adequate service, equipment, and facilities for the transportation of property, and shall establish, observe, and enforce just and reasonable regulations and practices relating thereto and to the manner and method of presenting, marking, packing, and delivering property for transportation, the facilities for transportation, and all other matters relating to or connected with the transportation of property.

S.C. Code Ann. Regs. 103-195.

The Commission is authorized to change or revise any rates or rules of a carrier operating with a certificate of public convenience and necessity:

1. The commission shall make, fix, establish, or allow just and reasonable rates, fares, charges, classifications, and rules for all motor carriers subject to its rate jurisdiction.
2. As often as circumstances may require, the commission upon notice and hearing, if deemed necessary, from time to time may change or revise, or cause to be changed or revised, any rates, fares, charges, classifications, and rules of a carrier who operates under a Certificate of PC&N.

S.C. Code Ann. Regs. 103-191.

“Every rate made, demanded, or received by any motor carrier operating under a Certificate of PC&N . . . shall be just and reasonable.” S.C. Code Ann. Regs. 103-192.

The Commission may consider certain factors in approving rates:

In the exercise of its power to prescribe just and reasonable rates for the transportation of passengers or property by common carriers operating under a Certificate of PC&N, the Commission may give due consideration, among other factors, to the need in the public interest of adequate and efficient transportation service by such carriers at the lowest cost consistent with the furnishing of such service and to the need of such carriers for revenues sufficient to enable them, under economical and efficient management, to provide such service.

S.C. Code Ann. Regs. 103-194.

Once rates are approved, motor carriers are prohibited from charging more or less than the rates specified in lawful tariffs, schedules, or by specific order of the Commission:

[N]o motor carrier operating under a Certificate of PC&N shall charge . . . a greater or lesser or different compensation for transportation, or for any service rendered, than the rates, fares, and charges specified in the lawfully applicable tariffs or schedules in effect from time to time.

S.C. Code Ann. Regs. 103-198.

B. Bills of Lading

Regulation 103-159 lists the information a motor carrier of household goods must include in its bill of lading:

1. The name of issuing carrier;
2. The date the shipment was received by the carrier;
3. The name and address of the consignor/shipper;
4. The points of origin and destination;
5. The name and address of the consignee/receiver;
6. Declaration of valuation (motor carriers of household goods);
7. The weight by certified public scale, volume, or measurement of the property tendered and received for transportation according to the lawfully applicable rates and charges shown separately by classification;
8. If it relates to a C.O.D. shipment, the amount of the C.O.D. and the name of the individual, corporation, or association who is actually to pay the C.O.D.;
9. Public Service Commission identification number;
10. Financial responsibility information as to insurance coverages;
11. The number of the bill of lading, as numbered consecutively in each motor carrier's own series at the time of printing;
12. Any accessorial or additional service charges in detail, giving size, and kind of equipment, the number of men and total hours of extra labor, and equipment services provided;
13. Rate per hundred weight or rate per hour, whichever is applicable (motor carriers of household goods); and

14. Base liability amount of the carrier for its cargo.

S.C. Code Ann. Regs. 103-159 (2012).

All holders of Certificates of PC&N and FWA, upon receipt of freight, shall issue and deliver, or cause to be issued and delivered, to the shipper a bill of lading or other documentation approved by the commission. A combination bill of lading and freight or expense bill or invoice may be issued if it shows all of the information required in 103-159. All bills of lading shall comply with, be governed by, and have the consequences stated in the Uniform Commercial Code of South Carolina and any other applicable and effective provisions of the statutes. All carriers, shippers, consignees, and any lease operators involved in a shipment shall keep a copy of the bill of lading for a minimum of three years.

S.C. Code Ann. Regs. 103-158.

The South Carolina UCC, referenced in the above regulation, defines “record” as both a tangible record and an electronic one: “‘Record’ means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.” S.C. Code Ann. § 58-1-201 (31).

A bill of lading must accompany each shipment:

Each shipment by a freight carrier holding a Certificate of PC&N or FWA must be accompanied by the bill of lading relating thereto or some other procedure authorized by the commission. If two or more trucks are used to transport a single shipment, a separate bill of lading or descriptive instrument must accompany the portion of the shipment contained in each of the trucks and each such bill of lading or descriptive instrument must show, with respect to that portion of the shipment which it accompanies, all information required by 103-159, and must refer specifically to the bill of lading which covers the entire shipment.

S.C. Code Ann. Regs. 103-162.

C. Petitions for Reconsideration

Unless otherwise provided by law, no cause of action shall accrue in any court of competent jurisdiction to vacate or set aside any Order of the Commission, either in whole or in part, unless a petition for rehearing or reconsideration and proof of service are filed with the Commission, and an Order has been issued disposing of the matter.

- A. Form, Contents of Petition for Rehearing or Reconsideration. All petitions for rehearing or reconsideration shall conform to R. 103-825.
- B. Time limit for filing a petition for rehearing or reconsideration. Except as otherwise provided by S. C. Code Ann., Section 58-5-330, 58-9-1200, 58-11-550, 58-27-2150 (1976), any party of record may, within 20 days after the date of receipt of Order, petition the Commission for rehearing or reconsideration. A Petition for Reconsideration shall be subject to the same statutory parameters as a Petition for Rehearing.
- C. Action by the Commission. The Commission must act upon the petition for rehearing or reconsideration within thirty (30) days after such petition is filed except as otherwise provided by S. C. Code Ann., Section 58-5-330, 58-9-1200, 58-11-550, 58-27-2150 (1976). Failure to act within this time period shall be deemed a denial of the relief sought in the petition.
- D. Effect of Filing a Petition. Filing a petition shall not excuse or delay compliance with an Order issued by the Commission, unless specifically provided by the Commission.

S.C. Code Ann. Regs. 103-854.

IV. FINDINGS OF FACT

After a review of all the evidence in the record, the Commission makes the following findings of fact.

1. The Commission issued Order No. 2022-156, approving the amendments proposed by NBF Beaufort in part, and denying the amendments in part.

2. NBF Beaufort filed a Motion for Reconsideration of the specific amendments the Commission denied in Order No. 2022-156.

3. We find the portions of Order No. 2022-156, not addressed by the Motion for Reconsideration, remain in full force.

4. Based upon the Motion for Reconsideration, and the evidence in the record, we find that the amendments proposed by NBF Beaufort in this Docket to its Tariff and the proposed electronic Bill of Lading are reasonable.

5. ORS reviewed the application of NBF Beaufort and notified the Commission it determined NBF Beaufort is in compliance with all applicable Commission rules and regulations, including the Annual Report and Gross Receipt filing requirements, and that no complaints were filed against the company in the past twelve (12) months.

V. CONCLUSIONS OF LAW

1. We grant the Motion for Reconsideration made by NBF Beaufort seeking reconsideration of two sections of Order No. 2022-156 pursuant to Regulation 103-854.

2. The Commission has the authority to set rates and charges of a household goods mover and to establish a tariff that is just and reasonable pursuant to Sections 58-23-590 and 58-23-1010 of the South Carolina Code of Laws, and Regulations 103-191 and 103-192 of the South Carolina Code of State Regulations.

3. We conclude that the proposed tariff amendments and proposed electronic bill of lading of NBF Beaufort are just and reasonable pursuant to Section 58-23-590 and

58-23-1010 of the South Carolina Code of Laws and Regulations 103-191 and 103-192 of the South Carolina Code of State Regulations.

VI. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. Upon reconsideration, we approve the request of NBF Beaufort to amend the Tariff and Bill of Lading as set forth in its application.

2. All provisions of Order No. 2022-156 remain in full force and effect, except for the provisions reconsidered herein. We now approve the requests of NBF Beaufort regarding the claim for damages and use of full replacement coverage as set forth in its application.


3. The Final Tariff of NBF Beaufort filed on December 22, 2021, with the corrected Table of Contents filed on March 18, 2022, is approved and attached as Order Exhibit 1.

4. The electronic Bill of Lading filed by NBF Beaufort on December 22, 2021, is approved and attached as Order Exhibit 2.

5. This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:





Florence P. Belser, Vice Chair
Public Service Commission of
South Carolina

**NBF Beaufort, LLC d/b/a Two Men and a Truck Beaufort
South Carolina Household Goods Tariff**

**REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD GOODS
MOVES WITHIN THE STATE OF SOUTH CAROLINA**

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APPLICABILITY OF TARIFF

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by **TWO MEN AND A TRUCK**, Beaufort. These services are furnished between points and places in South Carolina.

SECTION 1

November 15, 2020

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**NBF Beaufort, LLC d/b/a Two Men and a Truck Beaufort
South Carolina Household Goods Tariff**

1.0 TRANSPORTATION CHARGES

Transportation charges include the hourly rates as listed below.

1.1 HOURLY RATES AND CHARGES

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual drive time. The clock starts at the appropriate hourly rate when the movers leave the **TWO MEN AND A TRUCK** Beaufort office and ends once the movers return back to the **TWO MEN AND A TRUCK** Beaufort office location once they have unloaded at the customer's new home or final unload destination. Hourly charges as set out below are determined by the total travel mileage from office to origin (load location) or from origin to destination, whichever is greater.

Weekday Rates (Monday-Thursday)

Service Type	Rate Per Hour (0-60 Miles)	Rate Per Hour (61+ Miles)
Two Movers and One Truck	\$130.00	\$145.00
Three Movers and One Truck	\$180.00	\$205.00
Additional Mover	\$50.00	\$60.00
Additional Truck	\$60.00	\$70.00
Gate Fee	At Cost	At Cost
Ferry Fee	At Cost	At Cost

Weekend Rates (Friday-Sunday)

Service Type	Rate Per Hour (0-60 Miles)	Rate Per Hour (61+ Miles)
Two Movers and One Truck	\$140.00	\$155.00
Three Movers and One Truck	\$190.00	\$215.00
Additional Mover	\$50.00	\$60.00
Additional Truck	\$60.00	\$70.00
Gate Fee	At Cost	At Cost
Ferry Fee	At Cost	At Cost

**** Hourly rate based on the *starting* date of the service ****

1.2 MINIMUM HOURLY CHARGES

NBF Beaufort, LLC d/b/a Two Men and a Truck Beaufort
South Carolina Household Goods Tariff

Customers will be charged a two-hour minimum, and then in fifteen-minute increments thereafter. If customers cancel within 48 hours of their move, NBF Beaufort LLC. will charge the applicable minimum.

1.3 SHUTTLE FEE

In the event the circumstances at the load or unload locations require the rental of a smaller vehicle to safely transport the household goods to the home due to the size of the **TWO MEN AND A TRUCK** Beaufort van or surrounding landscaping, the charges will remain as outlined in section 1.1 and 1.2, plus the incurred cost of a smaller rental van to accommodate the delivery.

SECTION 2

2.0 ADDITIONAL SERVICES

The following charges shall be assessed in addition to the hourly rates quoted in Section 1.1 of this tariff.

2.1 BULKY ARTICLE CHARGES (PER ITEM)

- Pianos (Upright and Spinnet): \$150.00
- Pianos (Baby Grand): \$250.00
- Gun Safes (Over 400lbs): \$150.00
- Fireproof Cabinets: \$150.00
- Hot tubs: \$300

2.1.1 RIGHT TO DECLINE TO MOVE ITEMS

TWO MEN AND A TRUCK Beaufort reserves the right to decline, at its sole discretion, to move particular items because of their bulk or fragile nature. No slate top pool tables will be moved.

2.1.2 RESTRICTIONS ON PIANO MOVES

All other types of pianos not listed in this Section 2.1 will be referred to piano specific movers. Two Men and a Truck of Beaufort reserves the right to decline any piano move if it is deemed unsafe.

2.2 ELEVATOR OR STAIR CARRY

TWO MEN AND A TRUCK Beaufort does not charge an additional fee for elevator or stair carry, except as specified in section 2.1 above.

2.3 EXCESSIVE DISTANCE OR LONG CARRY CHARGES

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**NBF Beaufort, LLC d/b/a Two Men and a Truck Beaufort
South Carolina Household Goods Tariff**

TWO MEN AND A TRUCK Beaufort does not charge customers an additional fee for carrying articles an excessive distance, long carry charges, articles, or special serving. These charges are the same as the appropriate hourly rate.

2.4 PICK UP AND DELIVERY

TWO MEN AND A TRUCK Beaufort does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

2.5 PACKING AND UNPACKING

TWO MEN AND A TRUCK Beaufort does not charge an additional fee for packing and unpacking. The packing is the same rate as the hourly rate listed in section 1; plus the cost of packing materials and sales tax on the materials.

2.6 ARTICLES AND SPECIAL SERVICING

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, washers, dryers, and similar articles.

2.7 WAITING TIME

Customers will be charged for waiting time the same as the appropriate hourly rate.

2.8 OVERNIGHT STORAGE ON TRUCK

Overnight storage of a customer's items on a truck will be charged at a rate of \$250.00 per night, per truck. **TWO MEN AND A TRUCK** Beaufort reserves the right to decline availability of overnight storage.

2.9 OVERNIGHT STORAGE IN WAREHOUSE

Overnight storage of a customer's items in the Company's warehouse will be charged at a rate of \$250 per night, per truck plus the hourly rate as listed in Section 1 for the time to unload into storage, and load for delivery.

2.10 HOTEL FEE

For moves within South Carolina that require an overnight stay due to DOT hours of service, or upon customer request, will result in a hotel fee of \$250.00 for two men, and \$400.00 for three men per night.

SECTION 3

**NBF Beaufort, LLC d/b/a Two Men and a Truck Beaufort
South Carolina Household Goods Tariff**

3.0 RULES AND REGULATIONS

Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, we reserve the right to repair the damage(s) in question. If we determine the damage(s) cannot be repaired, the customer will be compensated based on the level of coverage chosen, as set forth below.

3.1 VALUATION

3.1.1 BASIC VALUATION

This cover is free and automatically applied to every move. **TWO MEN AND A TRUCK** Beaufort's maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article(s), if the shipment has been expressly released by you to such value per article. Under this option, a claim for any article(s) that may be lost, damaged, or destroyed while in the care, custody, and control of Two Men and a Truck will be settled based upon the weight of the individual article multiplied by \$0.60. For example, damages to an article weighing 400 pounds would result in a maximum settlement of \$240.00. This value is often less than the actual value of the article. Coverage for claims to structure to include but not limited to walls, floor coverings, and door frames are limited to \$150.00 per contract.

3.1.2 FULL REPLACEMENT COVERAGE

Additional liability coverage options will be provided upon request.

3.2 PRESENTATION OF CLAIMS

If there is damage that is discovered on the day of the move, the customer must notify the Company immediately. All claims for loss, damage, or overcharge must be written and attached to the Bill of Lading. In the event the customer has claims for concealed damage, **TWO MEN AND A TRUCK** Beaufort must be given a reasonable opportunity to inspect damaged items in their original packaging. The Company will complete a damage report before they leave the site of the move. If the customer discovers damage after the move, **TWO MEN AND A TRUCK** Beaufort must be notified within 96 hours of the move in writing. No damage claims will be honored until the charges for the moving or packing services provided are paid in full. The customer will be asked to sign a Moving Services Agreement acknowledging this.

3.3 ITEMS OF PARTICULAR OR EXTRAORDINARY VALUE

We do not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones, or articles of extraordinary value including accounts, bills, deed, evidences of debt, securities, notes postage stamps, stamp collections, trading stamps, revenue stamps, letters, packets of letter, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals, or articles manufactured there from. The Company will not accept responsibility for safe delivery of such articles if they come into our possession with or without our knowledge.

3.4 GOVERNING PUBLICATIONS

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**NBF Beaufort, LLC d/b/a Two Men and a Truck Beaufort
South Carolina Household Goods Tariff**

Our rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

3.5 BILL OF LADING, CONTRACT TERMS, AND CONDITIONS

Each customer will be provided with a sequentially numbered digital copy of **TWO MEN AND A TRUCK** Beaufort's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

3.6 DELAYS

TWO MEN AND A TRUCK, Beaufort shall not be liable for any damages resulting from delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

TWO MEN AND A TRUCK Beaufort shall apply the following promotions, in a uniform and nondiscriminatory fashion.

4.1 MILITARY DISCOUNTS

TWO MEN AND A TRUCK Beaufort will offer a promotional rate of 5% off the total hourly services for moving, packing, and unpacking as listed in section 1 and 2. The promotion will only apply to service charges as outlined in section 1.1. The promotion will not apply to any storage, additional fees, bulky item charges, boxes, or packing supplies. The promotion does not apply to any services within the state of South Carolina as determined by the total travel mileage exceeding 60 miles from office to origin (load location) or from origin to destination.



TWO MEN AND A TRUCK
"Movers Who Care"

www.twomenandatruck.com

139 Hartwell Ave | Ridgeland, SC 29936
864.329.1228 | info0621@twomen.com
U.S. DOT No. 3084172 | 68366 | PSCSC 9844
Each franchise independently owned and operated


Doe, John **Move From** **Move To**
123.456.7890 (H) 99 Sweet Marsh Ct 123 Club Apartments
TIC@twomen.com Bluffton, SC 29910-9597 Beaufort, SC 29902

Service Date: 11/29/2021 **Estimated Weight:** 5075.00 lbs.
Sales Order #: 0621-000000049 **Estimated No. of Items:** 28
Movers: Jarrod Watts, Arkavious Loadholt

Estimate				
Service	Description	Hours	Quantity	Rate
Move	2 Men / 1 Truck	8.5	1	\$120.00
Actual				
Service	Description	Hours	Quantity	Rate
Move	2 Men / 1 Truck	8.5	1	\$120.00

Service/Item	Estimate			Actual		
	Quantity / Type	Rate	Subtotal	Quantity/Type	Rate	Subtotal
Services			\$1020.00			\$1020.00
Boxes & Supplies						
*Box - Small	48	\$2.50	\$120.00	48	\$2.50	\$120.00
*Box - Medium	26	\$3.50	\$91.00	26	\$3.50	\$91.00
*Box - Large	26	\$4.50	\$117.00	26	\$4.50	\$117.00
*Dish Barrel w/ Cell	5	\$20.00	\$100.00	5	\$20.00	\$100.00
*Wardrobe Box w/ Bar	6	\$15.00	\$90.00	6	\$15.00	\$90.00
*Mattress Bag	6	\$10.00	\$60.00	6	\$10.00	\$60.00
*Mirror Box - Large	4	\$8.00	\$32.00	4	\$8.00	\$32.00
*TV Box	2	\$40.00	\$80.00	2	\$40.00	\$80.00
*Packing Paper 25lb	3	\$30.00	\$90.00	3	\$30.00	\$90.00
*Bubble Wrap - (30 Sq ft.)	6	\$10.00	\$60.00	6	\$10.00	\$60.00
*Tape	6	\$3.50	\$21.00	6	\$3.50	\$21.00
Subtotal			\$1881.00			\$1881.00
*Sales Tax	SC Sales Tax		\$77.49	SC Sales Tax		\$77.49
Total			\$1958.49			\$1958.49

Customer agrees to estimate based on the terms listed above and performance of listed services.



Customer Signature: _____ Date: 11/29/2021


Customer Initials



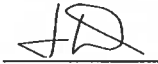
I have read and understand the Pre-Move Confirmation Letter and Moving Services Agreement. I agree to the Terms and Conditions contained in both and agree to have TWO MEN AND A TRUCK® provide services pursuant to these terms.



Released Value of Shipment: The customer declares that all of the items TWO MEN AND A TRUCK® is moving or otherwise handling for the customer has a total cash value not exceeding \$.60 per pound per article as confirmed by the customer's initials.



Load: A final walk through has been completed and all requested items are loaded on the truck.



Unload: A final walk through has been completed. All items have been removed from the truck and all moving services are completed.



Truck Release/Truck(s) #2. I have inspected the truck in which my items were transported. I verify all items have been removed from the truck. TWO MEN AND A TRUCK® is not responsible for missing items should you elect not to inspect the truck.



Damages: All items have been received without visible damage except as noted on shipping documents.

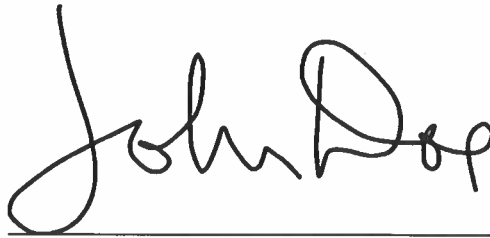
I confirm all service has been completed.



Customer Signature: _____ Date: 11/29/2021

PAYMENT INFORMATION:

I authorize TWO MEN AND A TRUCK® to charge my credit card ending in 1234 a total of \$1958.49



Customer Signature:

Date: 11/29/2021

Customer Representative	Initials	Signature
John Doe	